

Agreement Number: 4700.00.11

BETWEEN
THE DEPARTMENT OF TECHNOLOGY SERVICES
AND
THE DEPARTMENT OF WORKFORCE SERVICES

Effective Date: From: July 1, 2011 to: June 30, 2011
Amended Date: January 20, 2010

PURPOSE

This document defines and clarifies major information technology products and services provided by the Department of Technology Services (DTS) in support of the business objectives of the Department of Workforce Services (DWS).

CONTACT INFORMATION

DWS IT Director: Mark VanOrden
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KEY BUSINESS PRODUCTS AND SERVICES

The key business products and services listed below will be provided to the Department of Workforce Services. Detailed information can be found in the applicable product description.

Key Products and Services

- Application Maintenance, including:
 - CUBS / Appeals
 - CATS
 - UWORKS
 - PACMIS / eREP
 - Content Manager
 - <http://jobs.utah.gov>
 - Internal Web Applications
 - eFind / eShare
 - Data Warehouse Reporting

- Federal Contracts; i.e. QCEW and WI Contracts
- New Application Development
- Desktop Support
- IVR Support
- Telecommuter Support
- Hosting
- Network Services
- Security

PERFORMANCE

As part of the Governor's efforts to reduce costs, support the green initiative, and improve operating efficiency DTS will continue to optimize its environment through FY 2011.

As we continue optimization of IT services, DTS recognizes that the Department of Workforce Services has unique IT requirements and skill requisites necessary to support the agency's business services.

It is the responsibility of the DTS IT Director assigned to the Department of Workforce Services to ensure the unique IT skill sets required to support the Department of Workforce Services are identified in order for DTS to provide the resources essential for the Department of Workforce Services business success.

DTS is therefore committed to support the agency IT Director by providing the skills and services necessary to enable the Department of Workforce Services business success.

With this scenario in place, DTS commits to delivering services as defined in this SLA and applicable product descriptions, including meeting the defined service level metrics.

While service-specific metrics may be defined in individual product descriptions, the Department of Workforce Services IT Director and DTS Chief Operating Officer will meet at least quarterly to review the following high level metrics as key indicators:

- First Call Problem Resolution Rate
- Responsiveness to Critical Needs
- Agency Key Business Application Availability as Identified in this SLA
- Agency Customer Satisfaction

In addition to the quarterly review of measures the Department of Workforce Services and DTS Executive Director/CIO will meet annually to review DTS performance levels and to review the performance of the IT Director.

DTS remains committed to helping the Department of Workforce Services meet its business objectives and to meeting or exceeding the performance standards achieved in FY-10.

ACCOUNTABILITY

The IT Director, Mark VanOrden, assigned to DWS will:

- Ensure the agency's business and technology services requirements are met.
- Coordinate and negotiate the development of proposed Agency Service Level Agreements (SLA) and ensure concurrence with the SLAs on behalf of the agency.
- Ensure that all DTS services adhere to requirements defined in the SLAs. Track and Report performance and effectiveness of delivered services.
- Ensure Agency projects are defined and completed according to time, budget and scope commitments. Track and Report status of projects using DTS approved methods and tools.

This individual will continue to report to the Executive Director of DTS to ensure easy access for escalation should service delivery not meet expectations. DTS will commit to consulting with the Department of Workforce Services for any change or reassignment of the Agency IT Director.

ENTERPRISE PRODUCTS AND SERVICES

DTS provides approximately 68 enterprise products and services with established rates, descriptions, and service metrics. For more complete information, visit the DTS Web site at dts.utah.gov select "Services" or call your assigned DTS Customer Relationship Manager or other DTS contact. If you are not sure whom to call, contact the DTS Customer Support Center via the Web or at 801-538-3440 for assistance. The list includes products such as those shown below.

Enterprise Products and Services

DTS Enterprise Service Catalog Listing

Number	Division	Product Description Title	X
3131.07.11	Administration	Rules/Policies/Procedures	
6011.01.11	AGRC	TURN GPS Network	
6011.07.11	AGRC	SGID	
6011.08.11	AGRC	GIS Application For Agencies	
6011.09.11	AGRC	GIS Web-Based Applications	
6011.11.11	AGRC	Utah GIS Portal	
6012.02.11	AGRC	Regular Plots (AGRC)	
6012.03.11	AGRC	Mylar Plots (AGRC)	
6012.05.11	AGRC	GIT Data Support (AGRC)	
6012.06.11	AGRC	GIT Professional Labor (AGRC)	
6019.01.11	AGRC	GIT Training (AGRC)	

Number	Division	Product Description Title	X
2321.02.11	Desktop Services	GroupWise Enterprise Services	X
2321.01.11	Desktop Services	Desktop Services	X
2762.01.11	Desktop Services	Enterprise Service Desk	X
2362.01.11	DTS Security	Enterprise Information Security	X
3134.03.11	Finance	DTS Training Center Administration	
3121.01.11	Finance	DTS Finance Products	X
3122.01.11	Finance	DTS Equipment Inventory System	X
3131.01.11	Finance	Agency Contracts	X
3131.06.11	Finance	Purchasing	X
3132.02.11	Finance	Master License Agreements	X
2312.02.11	Hosting	Enterprise Hosting Services	X
2724.01.11	Print	High Speed Laser Printing	X
2724.02.11	Print	Other Print Services	
2132.02.11	Project Management Office	Project Management	
2621.02.11	Solutions Delivery	Application Maintenance	
2621.03.11	Solutions Delivery	Web Development and Graphic Design	
2623.01.11	Solutions Delivery	Acceptance Testing	
2651.01.11	Solutions Delivery	Database Hosting Consulting	
2652.01.11	Solutions Delivery	Shared Oracle Hosting (Linux)	
2728.01.11	Solutions Delivery	Shared SQL Server Database Hosting	
2531.01.11	Storage	Qualified Dedicated Storage	X
2533.01.11	Storage	Disk Storage - Mainframe	X
2534.01.11	Storage	Mainframe Tape (including migrated)	X
2535.01.11	Storage	Backup & Restore Services	X
2536.01.11	Storage	SAN Storage	X
2372.01.11	TELCOM	Phone Tech Labor Telephony	X
2412.01.11	TELCOM	Voice Monthly Service (URATE)	X
2413.01.11	TELCOM	Voice Mail	X
2416.01.11	TELCOM	Auto Attendant	X
2417.01.11	TELCOM	Call Management System	X
2424.01.11	TELCOM	Long Distance Service	X
2424.02.11	TELCOM	Long Distance Service Access Charge	X
2424.03.11	TELCOM	International Long Distance	X
2427.01.11	TELCOM	1-800 Service	X
2427.02.11	TELCOM	1-800 Service - Advanced Features	X
2428.16.11	TELCOM	Video Conference	X
2412.04.11	TELECOM	Audio Conferencing	X
2385.01.11	WAN	DSL Remote Access	X
2382.01.11	WAN	Network Services	X
2382.05.11	WAN	Network Services Non-State	X
2392.01.11	WAN	Wiring Design and Consulting	X
2353.01.11	Wireless	Radio Repair Labor	
2354.02.11	Wireless	Install Bay Labor	
2382.04.11	Wireless	802.11 Wireless Services	X
2432.01.11	Wireless	Microwave Maintenance Labor	X
2432.02.11	Wireless	Tower Labor	
2433.01.11	Wireless	Communication Sites	

Number	Division	Product Description Title	X
2434.01.11	Wireless	State Radio System (SRS) Note: LES not included in PD.	
2439.01.11	Wireless	Misc. Data Circuits	X

SECURITY AND CONFIDENTIALITY

All DTS staff that performs work for DWS will be subject to the same confidentiality requirements expected of DWS agency employees. DTS staff whose primary work location is a DWS facility will submit to the confidentiality requirements of agency staff, including signing of confidentiality agreements and participation in related training.

Further, all DTS staff assigned to provide services to DWS will complete a background check. The results of the background check must meet or exceed the requirements of DWS.

The IRS considers DTS, as a provider of services to the DWS, to be bound by the provisions of Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities. DTS will work cooperatively with the DWS to comply in order to protect all federal tax information in their possession or control. This includes:

- Safeguard Procedures Reports (SPR), required every six years or when any significant changes occur.
- Safeguard Activity Reports (SAR), required annually.
- Safeguard Reviews, including the current self assessment pilot and any future on-site reviews, as well as efforts required to resolve any findings.
- Compliance with Attachment A, Contract Language for General Services.
- Complete the customized security awareness course that includes disclosure awareness training as required by Publication 1075.
- Identifying all appropriate staff who will be required to sign the DHS confidentiality and disclosure awareness agreement.

All data centers where federal tax information is stored will be subject to inspection by DWS staff every 18 months. DTS will work with agency staff to address any findings identified during these inspections.

STANDARD PROCESSES

Change Management

Standard DTS Change Management processes apply to all products governed by this agreement.

Security Infrastructure

DTS provides basic security services which include perimeter firewall protection,

intrusion detection, whole disk encryption, secure email, anti-virus, anti-spyware, web content filtering, and monitoring and notification for the State of Utah wide area network.

Rates and Billing

All products for which standard rates have been established will be billed in accordance with the current Enterprise Service Rates as established by the DTS Rates Committee. Placement of an order or a request for, or acceptance of, delivery of a standard product or service by the Department of Workforce Services constitutes an agreement to abide by the terms of the associated product description, including billing. Acceptance of such an order or request by DTS constitutes an agreement to provide the product or service as described in the associated product description. All other products will be provided and billed in accordance with a negotiated Memorandum of Understanding (MOU), Special Billing Agreement (SBA), or other agreement. Billing will continue until the agency enters an order to terminate the service with an effective date or until the agreement's end date is reached.

Purchasing

Pursuant to Utah Code Authority 63F-1-205/206 and DTS Rule R895, the Chief Information Officer (CIO) has supervision and control over all Information Technology contracts and purchases for the executive branch agencies. The CIO may delegate the authority to make small purchases to the agencies, but this delegation must be in writing and may be limited as directed by the CIO. In order to comply with this mandate all IT purchases must be implemented via the DTS purchasing process in Remedy.

Service Desk

In order to track, report, and improve DTS support to the agencies it is necessary for all requests and/or incidents to be made through DTS' enterprise service desk.

DEPARTMENT OF TECHNOLOGY SERVICES RESPONSIBILITIES

The Department of Technology Services agrees to:

- Arrange, approve, and provide all in-state and out of state travel for DTS employees.
- Provide current expense items for DTS staff assigned to the Department of Workforce Services. This includes the replacement of furniture, telephones, printers, fax machines, and office supplies (excluding office space, which will be provided by the agency).
- Provide and maintain DTS employees with desktop and/or laptop computers, monitors, and peripheral equipment, including a desktop standard configuration for each work station, and software tool kit as required by the business needs of the agency.

- Provide training for DTS employees.
- Reimburse the Agency up to \$200 per DTS employee / per year for office supplies provided by the Agency and consumed by a DTS employee.

UPTIME AND SYSTEM DOWNTIME REQUIREMENTS

Recommended uptime for external web applications

DWS target uptime is 99.999%. The minimal acceptable uptime is 99.9%

Recommended uptime for internal applications

DWS target uptime is 99.999%. The minimal acceptable uptime is 99.64%

*The 99.64% was derived through a formula based on the past fiscal year averages (without outliers) plus 10%.

System Downtime

- "Significant" downtime is defined as more than one hour of system downtime during the course of one business day, or more than one hour total during one month. Significant downtime stops the majority of users from processing their work. (For example: one small office with network issues would not be considered "significant".)
- Each incident of significant downtime requires a corrective plan, which includes:
 - Root cause analysis
 - Documented steps to ensure problem does not reoccur
- Corrective action plan will be reviewed with department within 3 business days of incident.

Incident Management

- To the extent possible, the department will be notified of system problems prior to serious incidents using diagnostic and monitoring tools.
- SLAs include documented procedures that are executed during incidents of significant downtime, which include:
 - Initial communication to department business owners
 - Regular status updates through resolution
 - Procedures for prolonged downtime

Checkpoint/Recourse

In January 2011, a checkpoint will determine if the minimal uptime for the first half of the FY has been met. If uptime falls below the minimal acceptable average and DTS fails to present a viable and timely resolution, DTS will assist DWS in reviewing solutions including, but not limited to:

- Personnel or organization changes
- Modifications to the change control process
- Adding redundancy to some systems
- Using outside vendors

AGENCY RESPONSIBILITIES

The Department of Workforce Services agrees:

- To provide office space for DTS personnel at the work location. The work location of DTS personnel will not be subject to change by the agency without a duly signed written agreement between the agency and DTS. All agency furniture, computers, monitors, telephones, printers, fax machines, phone lines, LAN lines, and office supplies currently used to support DTS employees will remain available to DTS employees.
- To maintain close contact with the DTS IT Director assigned to the agency to help coordinate efficient DTS services within the agency.
- That all agency specific desktop computer hardware and software that is not related to a DTS employee desktop standard configuration or DTS employee software tool kit will be billed to the agency as a "pass through" expense.
- To provide space and accommodations for DTS employees' file, print, and storage requirements.

VERIFICATION AND AGREEMENT

The Department of Technology Services and the Department of Workforce Services agree that this Service Level Agreement, together with the associated product descriptions and other associated agreements, if any, constitute a binding agreement between both parties for the specified products and related services. The Department of Technology Services agrees to provide the specified services for the Department of Workforce Services as specified in the version of the product description current as of the date of this agreement, at the established rates, and for the period specified. The Department of Workforce Services agrees to pay for the services as specified.

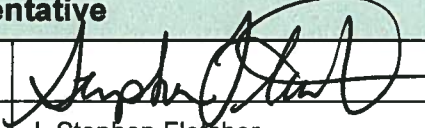
Termination or Amendment

This agreement may be terminated only by mutual agreement. It may be amended if changes in circumstances warrant. Notice of intent to terminate this agreement or to negotiate amendments must be provided in writing to the other party at least 60 days in advance.

Agency Representative

Signature:		Date:	
Name (Printed):	Kristen Cox	Title (Printed):	Executive Director

DTS Representative

Signature:		Date:	9/9/10
Name (Printed):	J. Stephen Fletcher	Title (Printed):	CIO/DTS Executive Director

Attachment A – Contract Language for General Services**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.